

AGENDA

Commuter Rail Committee Meeting

April 20, 2006

12:00 p.m.

Location

SANBAG Office
Super Chief Conference Room
1170 West 3rd St., 2nd Fl.
San Bernardino, CA

Commuter Rail Committee Membership

Chair

Mayor Pro Tem Patricia Gilbreath
City of Redlands

Council Member Robert Christman
City of Loma Linda

Vice Chair

Council Member Lee Ann Garcia
City of Grand Terrace

Mayor Paul Eaton
City of Montclair

Supervisor Paul Biane
County of San Bernardino

Mayor Pro Tem Diane Williams
City of Rancho Cucamonga

Council Member Kelly Chastain
City of Colton

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

Commuter Rail Committee Meeting

**April 20, 2006
12:00 p.m.**

Location: SANBAG Office, 1170 West 3rd St., 2nd Fl., San Bernardino

**LUNCH WILL BE PROVIDED
R.S.V.P. by Tuesday, April 18th to Daylene at (909) 884-8276**

CALL TO ORDER

(Meeting Chaired by Mayor Pro Tem Patricia Gilbreath)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications - Daylene Burris

1. Possible Conflict of Interest Issues for the Commuter Rail Committee Meeting of April 20, 2006 pg. 5

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Committee Member abstentions shall be stated under this item for recordation on the appropriate item.

Notes/Actions

Consent Calendar

2. Commuter Rail Committee Attendance Roster

pg. 6

A quorum shall consist of a majority of the membership of each Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

3. Commuter Rail Committee Membership

pg. 8

Discuss the number of members on the Commuter Rail Committee, and make a recommendation to the Board

4. Financial Commitment to the Southern California Regional Rail Authority (SCRRA) based upon the SCRRA Fiscal Year 2006/2007 Preliminary Budget

pg. 9

1. Approve the Fiscal Year 2006/2007 operating assistance financial contribution to the SCRRA in the amount of \$6,853,400 from the Valley Local Transportation Fund (LTF) Apportionment as identified in the Financial Impact Section; and

2. Approve the Fiscal Year 2006/2007 capital assistance financial contribution to the SCRRA in the amount of \$8,915,597 as identified in the Financial Impact Section.

5. Amendment to Commuter Rail Short Range Transit Plan, Fiscal Years 2006-2009

pg. 13

Approve Amendment to the Commuter Rail Short Range Transit Plan (SRTP), Fiscal Years 2006-2009, to reflect increases in the Fiscal Year 2006/2007 Operating and Capital Expenses as identified in the Financial Impact Section.

6. Proposed Fiscal Year 2006/2007 Commuter Rail Program Tasks

pg.15

Review and provide direction relative to tasks proposed for inclusion in the 2006/2007 Budget.

Discussion Items Continued...

7. **Amendment No. 1 to Purchase Order 060108 with Allen Matkins Leck Gamble & Mallory, LLP** pg. 35

Approve Amendment No. 1 to Purchase Order 060108 with Allen Matkins Leck Gamble & Mallory, LLP for legal services relating to railroad right of way issues, increasing the total compensation by \$50,000 for a not-to-exceed total of \$75,000.

8. **Rescission of State Transit Assistance Fund (STAF) Allocation to SANBAG** pg. 47

Adopt Resolution 06-023 rescinding allocation number 98-04-SAN-B in the amount of \$400,000.

Public Comments

9. **Additional Items from Committee Members**

10. **Brief Comments by the General Public**

Additional Information

Acronym List

pg. 50

ADJOURNMENT

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884 8276.

THE NEXT COMMUTER RAIL MEETING WILL BE JULY 20, 2006

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: April 20, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
7	PO060108	Allen Matkins Leck Gamble & Mallory, LLP <i>Stephen R. Thames</i>	N/A

Financial Impact: This item has no direct impact on the 2005/2006 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

Approved
Commuter Rail Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

AGENDA ITEM 2

COMMUTER RAIL COMMITTEE ATTENDANCE ROSTER – 2006

Name	Jan.	March	April	July	Sept.	Nov.
Pat Gilbreath	X	X				
Lee Ann Garcia	X					
Diane Williams	X	X				
Paul Biane	X					
Kelly Chastain	X	X				
Robert Christman	X	X				
Paul Eaton	X	X				

Commuter Rail Meetings are held on odd months

COMMUTER RAIL COMMITTEE ATTENDANCE ROSTER – 2005

Name	Jan.	March	May	July	Sept.	Nov.
Pat Gilbreath	X	X	X	X	X	X
Lee Ann Garcia	X	X		X	X	X
Diane Williams		X	X	X	X	
Paul Biane	X					
Kelly Chastain	X	X		X	X	
Robert Christman		X			X	X
Paul Eaton	X	X	X		X	X
Judith Valles	X	X	X	X	X	X

Commuter Rail Meetings are held on odd months

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: April 20, 2006

Subject: Commuter Rail Committee Membership

Recommendation:* Discuss the number of members on the Commuter Rail Committee, and make a recommendation to the Board.

Background: At the April 5, 2006 meeting of the Board of Directors, it was proposed that the membership of the Commuter Rail Committee be increased to nine members. This item was referred to policy committees for review.

Historically, the Commuter Rail Committee membership was set at nine members. However, due to the lack of interested parties and the resulting inability to achieve a quorum, the membership was reduced to eight. This item has been placed on this month's Administrative Committee agenda for discussion and referral to the Commuter Rail Committee for the development of a recommendation for Board action in May. Membership on the Commuter Rail Committee is restricted to the Valley jurisdictions and the 2nd through 5th Supervisorial Districts.

Financial Impact: This item has minimal impact upon the SANBAG budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on April 12th and the Commuter Rail Committee on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

*

*Approved
Commuter Rail Committee*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: April 20, 2006

Subject: Financial Commitment to the Southern California Regional Rail Authority (SCRRA) based upon the SCRRA Fiscal Year 2006/2007 Preliminary Budget

Recommendation: *

1. Approve the Fiscal Year 2006/2007 operating assistance financial contribution to the SCRRA in the amount of \$6,852,400 from the Valley Local Transportation Fund (LTF) Apportionment as identified in the Financial Impact Section; and
2. Approve the Fiscal Year 2006/2007 capital assistance financial contribution to the SCRRA in the amount of \$8,915,597 as identified in the Financial Impact Section.

Background: The Joint Powers Agreement forming the Southern California Regional Rail Authority (SCRRA) requires that a Preliminary Budget be presented to the member agencies by May 1st of each year. On April 21st the SCRRA Board is expected to authorize the release of the Fiscal Year 2006/2007 Preliminary Budget (copies will be available at the meeting). Each member agency must approve its contribution to the budget before the adoption of a Final Budget by the SCRRA Board no later than June 30th.

SCRRA Fiscal Year 2006/2007 Preliminary Budget Highlights:

The SCRRA Fiscal Year 2006/2007 Preliminary Budget of \$631.4 million is comprised of an Operating Budget of \$134.8 million and a Capital Budget of \$496.6 million.

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The Preliminary Operating Budget reflects \$13.97 million (11.6%) increase over the Fiscal Year 2005/2006 Final Budget. Nearly 28% of the increase is directly related to the significant increase in weekend service, with the initiation of new weekend service on the Orange County line and Inland Empire/Orange County line (2 new round trips on Saturdays and Sundays replacing 2 and ½ extensions on Saturdays and 2 extensions on Sundays on the San Bernardino line, beginning in July) and a an increase in weekend service (2 additional round trips on both Saturdays and Sundays, beginning in October) on the San Bernardino line. Another 27% of the increase is reflecting the anticipated increase in diesel fuel costs. And, 10% is related to an expected increase in insurance premiums. Due primarily to the lack of additional rolling stock, this coming year will be the first time in many years that an increase in weekday service has not been included.

The total revenues are estimated to increase to \$73.3 million, representing an 11.5% increase and covering 54% of the total operating expenses. The increase in revenue reflects a continuing growth in ridership and the implementation of the 5.5% fare adjustment approved by the SCRRA Board. Member agency contributions are estimated to increase \$6.4 million or 11.7%. The contribution for operating assistance from San Bernardino County will increase by 11% to \$6,852,400 and will be paid from the Valley Local Transportation Fund (LTF) Apportionment.

The Preliminary Capital Budget is comprised of two components: renovation and rehabilitation projects that replace worn out assets with like or improved assets to preserve and extend the useful life and new capital projects. The renovation and rehabilitation component totals \$77.4 million of which nearly \$45.1 million is for on-going projects (previously funded) and \$32.3 million in new projects. The new capital component totals more than \$387.2 million of which \$382.0 is for previously authorized projects and \$4.8 million is for new capital projects. The contribution of capital assistance from San Bernardino County for new projects will total nearly \$8.916 million and consist of \$4.5 million in additional funding for the Eastern Area Maintenance Facility; \$4.1 million for renovation and rehabilitation projects (including a second payment to Orange County for funds advanced for the Mail Dock and Keller Street Layover projects); and \$0.316 million contribution to the rolling stock replacement fund. Much of this will be paid from Federal Transit Administration (FTA) funds apportioned to the San Bernardino Valley. These funds will include \$3.6 million from FTA Section 5307 Fixed Guideway funds and \$3.36 million from FTA Section 5309 Rail Modernization funds. The balance will be comprised of local funds including \$0.405 million in Rail Asset funds, \$0.335 million in State Transit Assistance Funds and \$1.216 million in Valley LTF.

Financial Impact: The FTA funds required are consistent with the estimated apportionment of those funds to the San Bernardino Valley. The FTA funds will be applied for by the SCRRA and will not pass through the agency budget. However, the local match funds will pass through the agency budget and are consistent with the proposed Tasks 37707000 – Commuter Rail Operating Expense and 37907000 – Commuter Rail Capital Expenses.

Reviewed By: This item will be reviewed by the Commuter Rail Committee on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: April 20, 2006

Subject: Amendment to Commuter Rail Short Range Transit Plan, Fiscal Years 2006-2009.

Recommendation:* Approve Amendment to the Commuter Rail Short Range Transit Plan (SRTP), Fiscal Years 2006-2009, to reflect increases in the Fiscal Year 2006/2007 Operating and Capital Expenses as identified in the Financial Impact Section.

Background: In April 2005 the Board approved the Commuter Rail Short Range Transit Plan (SRTP), Fiscal Years 2006-2009. This SRTP provides a description and justification for commuter rail service improvements and capital projects over the four-year period to be funded with federal, state and local revenues. An amendment to the Commuter Rail SRTP is required when operating and/or capital projects change in cost over the forecast amount or when new projects are added.

This amendment is necessary to bring the SRTP into consistency with the proposed Fiscal Year 2006/2007 Commuter Rail Budget Tasks and the Southern California Regional Rail Authority Fiscal Year 2006/2007 Preliminary Operating and Capital Budget.

The SRTP amendment will increase the amount of Local Transportation Funds (LTF) for Fiscal Year 2006/2007 Operating Assistance by \$37,600 (0.5%) for a new total of \$7,452,600. The slight increase in operating assistance is primarily the result of increases in weekend service on the San Bernardino and

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Inland Empire Orange County lines as well as increases in diesel fuel and insurance premiums.

The amendment will also increase funding for capital projects by \$2,213,775 (23%) for a new total of \$11,788,775. Nearly 80% of this increase is the \$1,863,775 in additional funding for the San Bernardino Metrolink Station parking structure. The Board approved an additional allocation of \$1,650,000 in Congestion Mitigation/Air Quality (CMAQ) funds for this project in October 2005. The amendment also includes an increase of \$350,000 (9%) in renovation and rehabilitation expenses for a new total of \$4,100,000. In addition to the inclusion of the CMAQ funds referenced above, the amount of FTA Section 5309 Rail Modernization funds will be increased by \$280,000 to a new total of \$2,960,000 and the amount of LTF and State Transit Assistance Funds (STAF) will be increased by \$213,775 and \$70,000 respectively for a new total of \$1,638,775 in LTF and \$335,000 in STAF.

Financial Impact: The Commuter Rail SRTP amendment is required in order to achieve consistency between the plan and expected operating and capital expenditures. The amendment increases the amount of LTF required for Fiscal Year 2006/2007 operating assistance to \$7,452,600. This amount is included in the proposed budget for Task 37707000 – Commuter Rail Operating Assistance. Both the new CMAQ and FTA Section 5309 funds referenced above will not flow through the agency budget. However, the local match for the CMAQ and FTA 5309 funds will. The amendment increases the amount of LTF and STAF required for Fiscal Year 2006/2007 capital assistance to \$1,638,775 and \$335,000 respectively. These amounts are included in the proposed budget for Task 37907000- Commuter Rail Capital Expenses.

Reviewed By: This item will be reviewed by the Commuter Rail Committee on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: April 20, 2006

Subject: Proposed Fiscal Year 206/207 Commuter Rail Program Tasks

Recommendation:* Review and provide direction relative to tasks proposed for inclusion in the 2006/2007 Budget.

Background: SANBAG staff has been developing tasks relative to the 2006/2007 Budget. Details included with this item are narrative descriptions and draft total budget information for the tasks which come under the purview of the Commuter Rail Committee. Each task contains a discussion of the task objective, previous accomplishments, description of work to be performed, listing of work elements, identification of a product, identification of revenue sources to be used and proposed line-item budget. The budget information provides a comparison to the Fiscal Year 2004/2005 actual and Fiscal Year 2005/2006 budget and Fiscal Year 2006/2007 proposed expenditures. This review of tasks is intended to gain input on the appropriateness of the type and scope of the work effort.

The following tasks are presented for Committee review:

<u>Task Number</u>	<u>Description</u>	<u>Manager</u>
35207000	General Commuter Rail	Bair
37707000	Commuter Rail Operating Expenses	Bair
37807000	Speedway Rail Operating Expenses	Bair
37907000	Commuter Rail Capital Expenses	Bair

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

<u>Task Number</u>	<u>Description</u>	<u>Manager</u>
38007000	Redlands Rail Extension	Bair
38107000	Gold Line Phase II	Bair

It is important to note that Measure I Commuter Rail revenues will continue to pay back the Major Projects fund for revenue advanced earlier in the existing Measure I program. Therefore, the majority of the proposed Commuter Rail Program tasks will be funded with either Local Transportation Funds (LTF) allocated for planning activities or LTF from the Valley Apportionment for commuter rail operating and capital assistance.

Financial Impact: The proposed Fiscal Year 2006/2007 new budget for all passenger rail related tasks is \$10,644,289, representing a decrease of 37% from the prior year. The total planned budget expenditure, including encumbrances, is \$17,432,291. The final amount to be included in the Fiscal Year 2006/2007 Budget will be subject to the Commuter Rail Committee input and that of the full Board.

Reviewed By: This item will be reviewed by the Commuter Rail Committee on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

TASK: 35207000 GENERAL COMMUTER RAIL

OBJECTIVE: Working with four other county transportation agencies that formed the Southern California Regional Rail Authority (SCRRA), the operator of the Metrolink commuter rail system, and our commuter rail professional services consultant, ensure that the commuter rail program is efficient and effective. Represent the San Bernardino County commuter rail interest at the national level.

ACCOMPLISHMENTS: During Fiscal Year 2004/2005, the Metrolink San Bernardino Line transported 3.3 million annual passengers, representing a 3.1% increase over the prior year. Operating expenses, which are shared by SANBAG and the Los Angeles County Metropolitan Transportation Authority (LACMTA) totaled \$28.1 million. Revenues used to offset cost, including passenger fares and railroad fees, totaled \$17.9 million and resulted in a revenue recovery rate of 65%. The average subsidy per passenger mile on this line equaled \$0.09.

The Metrolink Riverside Line carried nearly 1.2 million annual passengers, an increase of 9.1% over the last year. Operating expenses, which are shared by SANBAG, LACMTA and the Riverside County Transportation Commission (RCTC), totaled \$11.7 million. Revenues used to offset cost totaled \$6.3 million and resulted in a revenue recovery rate of 54.1%. The average subsidy per passenger mile on this line equaled \$0.12.

The Metrolink Inland Empire/Orange County Line, the first suburb-to-suburb commuter rail line in the nation, carried nearly 987,000 annual passengers, representing an increase of 8% over the prior year. Operating expenses, which are shared by SANBAG, RCTC and the Orange County Transportation Authority (OCTA), totaled \$8.2 million. Revenues used to offset costs totaled \$4.9 million and resulted in a revenue recovery rate of 59.7%. The average subsidy per passenger mile on this line equaled \$0.11.

During FY 2004/2005, SANBAG completed a Short Range Transit Plan for Fiscal Years 2005/2006 through 2008/2009. The SRTP provides a description and justification for service and capital improvements for which Federal, State and local funds will be sought.

During Fiscal Year 2003/2004, SANBAG initiated a consultant study of the feasibility of charging for parking at the commuter rail stations in the County and how such a program could be implemented and managed. Parking revenues would be returned to the cities to assist in meeting security and maintenance costs. SANBAG will continue to work with the station cities to determine the feasibility of implementing such fees.

DESCRIPTION: This ongoing project includes participation in the SCRRA Technical Advisory Committee (TAC) meetings and attendance at SCRRA Board and policy committee meetings to ensure adequate representation by San Bernardino County. Also included is attendance at the American Public Transportation Association (APTA) Annual Rail Conference by Board members and staff. The task also includes staffing of the SANBAG Commuter Rail Committee and all railroad property-related activities performed by the SANBAG staff, including the development of the Inland Empire Pacific

Electric Trail along the former Southern Pacific Baldwin Park Branch. Professional services include three contracts involving general passenger rail issues, property management services and legal assistance. Negotiations with host railroads will likely commence during Fiscal Year 2006/2007 in an attempt to increase passenger train service in exchange for public investment in capital improvements. A new Commuter Rail Short Range Transit Plan will be prepared covering Fiscal Years 2007/2008 through 2011/2012.

WORK ELEMENTS:

1. Represent the interest of the County on the SCRRA TAC and advise SANBAG representatives on the SCRRA Board.
2. Attend SCRRA Board and policy committee meetings throughout Fiscal Year 2006/2007 and APTA Annual Rail Conference in the Spring of 2007.
3. Provide staff support to the SANBAG Commuter Rail Committee.
4. Monitor and provide support for property management functions handled by LACMTA Real Estate and San Bernardino County Real Estate.
5. Coordinate with professional services contractor on commuter rail issues.
6. Seek agreement from the affected SCRRA member agencies to implement the recommendation of the Fiscal Year 2005/2006 through 2008/2009 Commuter Rail SRTP and prepare a new SRTP for Fiscal Years 2007/2008 through 2011/2012.
7. Participate in negotiations with host railroads for additional passenger trains.

PRODUCT: Prepare memoranda relating on the Commuter Rail Program for SANBAG Commuter Rail Committee and Board.

FUNDING

SOURCES:	<u>\$493,240</u>	<u>Local Transportation Fund - Planning</u>
	<u>\$493,240</u>	<u>TOTAL NEW BUDGET</u>
	\$ 73,792	Total Anticipated Encumbrances on 6/30/06
	\$ 0	Unbudgeted Obligations in Approved Contracts FY 2006/2007

MANAGER: Michael Bair

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635205

TASK NO. 35207000 General Commuter Rail
MANAGER: Michael Bair

BUDGET COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocation of Encumbrances	\$0	\$0	\$73,792
Professional Services			73,792
Line Item			
Salaries	57,241	65,665	79,642
Fringe Allocation	35,849	44,652	59,540
Indirect Allocation	140,573	144,463	130,358
Commissioners Fees	2,100	5,600	5,600
Consulting Fees	2,730	0	0
Meeting Expense	385	1,400	1,500
Mileage Reimb/Non-Employee	136	500	550
Mileage Reimb/SANBAG Only	1,062	1,750	1,750
Office Expense	925	1,500	1,500
Postage	195	750	750
Printing – Miscellaneous	0	600	650
Professional Services	95,616	365,811	200,000
Software	0	2,000	0
Subscriptions	507	800	800
Training/Membership	2,435	2,500	3,000
Travel – Air	0	1,500	1,600
Travel – Other	3,972	5,000	6,000
Total New Budget	\$0	\$0	\$493,240
Total Actual/Planned Budget	\$343,726	\$644,491	\$567,032

TASK: 37707000 COMMUTER RAIL OPERATING EXPENSES

OBJECTIVE: To reduce congestion, air pollution and energy consumption by providing reliable and safe commuter rail service between San Bernardino County and Los Angeles, Orange and Riverside Counties.

ACCOMPLISHMENTS: Annual operating subsidy has been approved since Fiscal Year 1992/1993. To the extent possible, service levels have been increased to meet the growing demand. With the completion of several track-capacity improvement projects for the San Bernardino Line and the recent availability of leased commuter rail equipment, SANBAG was able to increase service on the San Bernardino/Los Angeles Line during Fiscal Year 2004/2005.

DESCRIPTION: Provide operating subsidy for Southern California Regional Rail Authority's (SCRRA) Metrolink service in San Bernardino County, and payments for railroad right-of-way maintenance. Levels of commuter rail service proposed for Fiscal Year 2006/2007 include: 1) for the San Bernardino/Los Angeles Line, seventeen round trips during the weekdays; an increase from eight to ten round trips on Saturday, including two that are extended to Riverside; and an increase from four to six round trips on Sunday of which two are extended to Riverside; 2) for the Riverside/Ontario/Los Angeles Line, six round trips during the weekday; and 3) for the Inland Empire/Orange County (IEOC), four rounds trips during the weekdays and the implementation of two new round trips on both Saturdays and Sundays. SANBAG and LACMTA will also fund six round trips during Thanksgiving Day and four round trips during New Year's Day on the San Bernardino/Los Angeles Line. The additional expenses of using leased equipment coupled with significant increases in fuel cost and the increased weekend service on the San Bernardino/Los Angeles and IEOC Lines are the primary reason for the increase in this task budget over Fiscal Year 2005/2006. This task also includes the reimbursement of other agencies' expenses for maintenance of railroad right-of-way owned by SANBAG, but not maintained by SCRRA. Current levels of service on the Riverside and IEOC lines are at the limits provided for under the agreements with the host railroads. Fiscal Year 2006/2007 will see continued efforts to negotiate higher levels of passenger train service in exchange for public investment in capacity improvements, requiring the use of professional services including legal counsel.

WORK ELEMENTS:

1. Obtain Board approval for filing Local Transportation Fund (LTF) and State Transit Assistance Fund (STAF) claim for passenger rail operating assistance.
2. Process quarterly disbursements to SCRRA.
3. Monitor maintenance of railroad right-of-way, including determining work location, schedule, field verification of work performed and processing payments.
4. Participate in negotiations with host railroads for increased passenger train service.

PRODUCT: Provision of high-quality commuter rail passenger service and well maintained railroad rights of way owned by SANBAG.

FUNDING

SOURCES: \$7,452,600 Local Transportation Fund - Rail

\$7,452,600 TOTAL NEW BUDGET

\$ 87,300 Total Anticipated Encumbrances on 6/30/06

\$ 0 Unbudgeted Obligations in Approved Contracts FY 2006/2007

MANAGER: Michael Bair

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635220.

TASK NO. 37707000 Commuter Rail Operating Expense
MANAGER: Michael Bair

BUDGET COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocation of Encumbrances	\$0	\$0	\$87,300
Professional Services			87,300
Line Item			
Contributions/Other Agencies	5,404,582	6,711,000	7,000,000
Insurance	0	6,500	0
Postage	0	0	600
Printing – Miscellaneous	0	5,000	1,000
Professional Services	185,585	459,766	450,000
Utilities	171	4,000	1,000
Total New Budget	\$0	\$0	\$7,452,600
Total Actual/Planned Budget	\$5,590,338	\$7,186,266	\$7,539,900

TASK: 37807000 SPEEDWAY RAIL OPERATING EXPENSES

OBJECTIVE: To provide special Metrolink train service from San Diego, Orange, Los Angeles and Ventura Counties to the two major NASCAR race events at the California Speedway, thus reducing congestion, energy consumption and improving air quality.

ACCOMPLISHMENTS: The SANBAG Board approved a cooperative agreement with the California Speedway that included a commitment of \$150,000 for marketing and operational support for special Metrolink trains that would operate to the Speedway during major race events. In addition the agreement called for a contribution of \$350,000 toward the construction of station platforms that were completed in early June, 1997. During Fiscal Year 2002/2003 SANBAG and the Speedway entered into an agreement that allows the California Speedway to sell charter train tickets thus making it more convenient for the special train passengers. During Fiscal Year 2003/2004, SCRRA completed constructing a second track through the Speedway station and extended one of the four passenger platforms. Those improvements have benefited the operation of the charter trains. In response to a request from the Speedway to guarantee that the charter trains would not leave the station until the race was concluded, SANBAG worked with Metrolink to insure the request was met for the February race, but could only provide three trains.

DESCRIPTION: This task includes offsetting any operational costs not covered by the sale of tickets and/or sponsorships for two major NASCAR race events; one in the fall of 2006 and one in the spring of 2007. A total of up to eight charter trains from Oxnard, Lancaster, Fullerton and Oceanside will be operated during the September NASCAR Sunday events. Three trains will be operated from Oxnard, Lancaster and Oceanside during the February NASCAR Sunday events. Regularly scheduled Metrolink service will stop at the Speedway during the Friday and Saturdays events leading up to the Sunday major events.

WORK ELEMENTS:

1. Coordinate ticket fulfillment with the California Speedway.
2. Coordinate special train planning, operations and marketing activities with the California Speedway and Metrolink.

PRODUCT: The provision of special Metrolink train service to the major race events at the California Speedway.

FUNDING

SOURCES: \$256,175 Speedway Ticket Sales Revenue

\$256,175 TOTAL NEW BUDGET

\$ 0 Total Anticipated Encumbrances on 6/30/06

\$ 0 Unbudgeted Obligations in Approved Contracts FY 2006/2007

MANAGER: Michael Bair

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635225.

TASK NO. 37807000 Speedway Rail Operating Expenses
MANAGER: Michael Bair

BUDGT COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocation of Encumbrances	\$0	\$0	\$0
Line Item			
Contributions/Other Agencies	78,221	218,100	250,000
Meeting Expense	32	250	250
Mileage Reimb/SANBAG Only	152	150	200
Office Expense	19	100	100
Postage	1	0	25
Printing – Miscellaneous	152	500	500
Professional Services	9,165	10,000	5,000
Travel – Other	0	100	100
Total New Budget	\$0	\$0	\$256,175
Total Actual/Planned Budget	\$87,742	\$229,200	\$256,175

TASK: 37907000 COMMUTER RAIL CAPITAL EXPENSES

OBJECTIVE: To fund capital improvements that will result in maintaining high quality commuter rail service and safe freight operations.

ACCOMPLISHMENTS: Since the inception of the SANBAG commuter rail program a substantial investment has been made for the acquisition of railroad rights of way and commuter rail equipment as well as the construction of stations, track and signal improvements necessary to operate safe and reliable service. With the initial infrastructure now in place, funding is now directed at maintaining that investment as well as seeking additional funding to support the expansion of parking at stations, additional track and signal improvements particularly on the San Bernardino line that will provide for an increase in train service, additional locomotives and passenger cars, and expanded maintenance facilities. With a combination of Federal, State and local funds SCRRA has completed four siding projects on the San Bernardino/Los Angeles line in Fiscal Year 2003/2004. In addition, the City of Montclair has completed the construction of a second platform that will allow for increased trains service to that station. During Fiscal Year 2005/2006 SANBAG provided funding for a temporary 149 parking space expansion to the San Bernardino station. Also during the year SCRRA awarded a contract for the delivery of expansion passenger rail cars and rebuilt locomotives. Funding has been identified to construct pedestrian under crossings at the Montclair and Rancho Cucamonga stations, extend platforms at the East Ontario station, construct a parking structure at the San Bernardino Station and plan for the expansion of parking at the Rialto station. SCRRA has also initiated the phased design of a new equipment maintenance facility known as the Eastern Area Maintenance Facility (EAMF).

DESCRIPTION: Southern California Regional Rail Authority (SCRRA) has now reached a point where the financing required for new capital projects is becoming increasingly difficult to obtain and new sources of funding are being sought. SANBAG will be seeking additional Federal and State funding for additional capacity improvements on the San Bernardino line. The capital expense task consists of three primary programs. The first program is the provision of funding for the SCRRA annual rehabilitation and renovation program (capital maintenance). This \$4.1 million program is comprised of funding for road crossing surface program, rail grinding program, signals and communication program, maintenance vehicle replacement, rolling stock rehabilitation and renovation and seat replacement. The second program is the establishment of a rolling stock replacement fund. Under this program SANBAG will contribute \$325,000 each year to build a fund that would provide 20% of the cost to replace the rolling stock. The third program involves new capital projects. This program includes system-wide, line and station specific projects, including additional funding for the Eastern Area Maintenance Facility, and additional funding for the design and construction of the Rialto station parking expansion project and the San Bernardino parking structure. The majority of funding for the above projects will be comprised of Federal funds including \$4.4 million in FTA urban formula funds (\$5307), \$3.36 million in FTA rail modernization funds (\$5309) and \$1.65 million in Congestion Mitigation and Air Quality (CMAQ) funds. The Federal funds will be applied for by SCRRA and the City of San Bernardino and will not flow through the SANBAG

Budget. SANBAG will contribute nearly \$2.4 million as local match for the new Federal funds. In addition, more than \$6 million in local funds for capital projects approved in previous year budgets are expected to advance toward completion.

WORK ELEMENTS:

1. Monitor progress of local and SCRRA capital maintenance and new capital projects.
2. Review and coordinate parking expansion plans for the Rialto Station and San Bernardino.
3. Process quarterly disbursements of local capital funds to SCRRA.

PRODUCT: Capital maintenance and new capital projects will insure quality operations of commuter trains as well as the safe operation of freight trains. The construction of station platform extensions will provide for the addition of passenger cars to existing train sets to accommodate growth in ridership.

FUNDING

SOURCES:	\$1,638,775	Local Transportation Fund – Rail
	\$ 405,000	Rail Asset Revenue
	<u>\$ 335,000</u>	<u>State Transit Assistance Funds</u>
	<u>\$2,378,775</u>	<u>TOTAL NEW BUDGET</u>
	\$6,036,260	Total Anticipated Encumbrances as of 6/30/06
	\$ 0	Unbudgeted Obligations in Approved Contracts FY 2006/2007

MANAGER: Michael Bair

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635230

TASK NO. 37907000 Commuter Rail Capital Expenses
MANAGER: Michael Bair

BUDGET COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocation of Encumbrances	\$0	\$0	\$6,036,260
Contributions/Other Agencies			6,036,260
Line Item			
Contributions/Other Agencies	1,461,643	7,457,106	2,378,775
Professional Services	0	225,571	0
Total New Budget	\$0	\$0	\$2,378,775
Total Actual/Planned Budget	\$1,461,643	\$7,682,677	\$8,415,035

TASK: 38007000 REDLANDS RAIL EXTENSION

OBJECTIVE: To complete the necessary additional work from the feasibility study of extending passenger rail service between San Bernardino and Redlands in order to qualify for Federal Transit Administration Small Starts funding.

ACCOMPLISHMENTS: Previous work has included the acquisition of the Redlands Subdivision in 1993 at a cost of \$9.2 million. SANBAG has received two Transit Capital Improvement (TCI) grants totaling \$1.3 million for preliminary engineering and design work. A preliminary operating plan was developed during Fiscal Year 1998. The current SCAG 2004 RTP recommends this corridor in the list of major transit investments. A feasibility study was completed in Fiscal Year 2003/2004 and concluded that an extension of all-day passenger rail service is feasible. Funding for this project was included in the Measure I sales tax extension approved by the voters in November 2004. During Fiscal Year 2005/2006 SANBAG awarded a contract with a consulting firm to work with the cities of San Bernardino, Loma Linda and Redlands on confirming station locations and developing station area plans for transit-supportive land uses in the vicinities of those locations.

DESCRIPTION: The next step for this project is to meet the yet-to-be-determined requirements of the Federal Transit Administration (FTA) to qualify for the new Federal Small Starts funding. Much of the work conducted during the feasibility study may be used and the development of the station area plans will address land-use and economic development opportunities will address some of the FTA criteria, but until it is known how FTA will select projects for this new program it is difficult to determine what the next steps will be. It is anticipated that the development of station area plans will be completed by the end of the calendar year. A Project Development Team consisting of representatives from the cities of San Bernardino, Loma Linda and Redlands, Omnitrans and Metrolink will participate in this work effort.

WORK ELEMENTS:

1. Manage contract for the development of station area plans.
2. Monitor and comment upon proposed FTA Small Starts regulations relating to project selection.
3. Schedule and conduct progress meetings with the Project Development Team throughout the work effort.
4. Coordinate activities with SCAG and the FTA.
5. Submit station area plans report to the appropriate cities, SANBAG policy committees, the Board, SCAG and FTA.

PRODUCT: A report presenting the results of the station area planning activity for the project to qualify for Federal Small Starts funding.

FUNDING

SOURCES: \$36,275 Local Transportation Fund - Planning

\$36,275 TOTAL NEW BUDGET

\$60,650 Total Anticipated Encumbrances as of 6/30/06

\$ 0 Unbudgeted Obligations in Approved Contracts FY 2006/2007

MANAGER: Michael Bair

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635260.

TASK NO. 38007000 Redlands Rail Extension
MANAGER: Michael Bair

BUDGET COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocation of Encumbrances	\$0	\$0	\$60,650
Consulting Fees			60,650
Line Item			
Salaries	376	5,049	10,408
Fringe Allocation	235	3,433	7,781
Indirect Allocation	923	11,108	17,036
Consulting Fees	0	200,000	0
Meeting Expense	0	100	200
Mileage Reimb/Sanbag Only	0	0	100
Office Expense	0	0	125
Postage	0	50	25
Printing – Miscellaneous	0	100	100
Travel – Other	0	50	200
Travel - Air	0	0	300
Total New Budget	\$0	\$0	\$36,275
Total Actual/Planned Budget	\$1,534	\$219,890	\$96,925

TASK: 38107000 GOLD LINE PHASE II

OBJECTIVE: To insure that the Metro Gold Line Phase II project is extended from its current terminus in Pasadena to the Montclair Transcenter.

ACCOMPLISHMENTS: The Gold Line Phase II project is the extension of the recently opened Los Angeles Metropolitan Transit Authority Metro Gold Line light rail system from its existing terminus in the City of Pasadena to the City of Montclair. During Fiscal Year 2003/2004, the SANBAG Board approved a Memorandum of Understanding (MOU) with the Los Angeles to Pasadena Metro Blue Line Construction Authority to include an extension of the proposed Gold Line from its previous eastern terminus, Claremont, to the Montclair Transcenter in the preparation of the draft Environment Impact Statement/Environmental Impact Report (EIS/EIR) to be submitted to the Federal Transit Administration (FTA). In addition, the Board approved an amendment to the Gold Line Phase II Joint Powers Authority (JPA) allowing SANBAG and the City of Montclair to participate along with the eastern San Gabriel Valley corridor cities in the planning and design of the light rail extension project. The Gold Line Phase II JPA is comprised of eleven cities and SANBAG. The JPA is actively involved in advancing this 2-phased project through the FTA New Starts Program with the intent of opening the first segment in 2009 and the second segment to Montclair in 2014. During Fiscal Year 2004/2005 the SANBAG Board approved an amendment to the Construction Authority MOU to include additional funding for final environmental and preliminary design work. In addition, the alignment for the extension into the Montclair Transcenter has been agreed upon. During Fiscal Year 2005/2006 the Construction Authority submitted the Final Environmental Impact Statement/Environmental Impact Report to the FTA for approval. Prior to authorizing the Construction Authority to proceed with preliminary engineering, FTA has requested additional information regarding the forecast of ridership.

DESCRIPTION: The work effort for this task includes staff participation on the Gold Line Phase II JPA Technical Advisory Committee (TAC) and attendance at the JPA Board meetings; participation with the City of Montclair on the city's station design review committee, and commenting on the preliminary engineering and design (PS&E) for the Phase II project.

WORK ELEMENTS:

1. Attend and participate in the Gold Line Phase II JPA TAC and Board meetings.
2. Monitor the Construction Authority's response to the FTA request for a new ridership forecast.
3. Provide comments on preliminary engineering and design of the extension to Montclair.

PRODUCT: Memorandum to the SANBAG Board regarding the progress of the Gold Line Phase II project.

FUNDING**SOURCES: \$ 27,224 Local Transportation Fund – Planning****\$ 27,224 TOTAL NEW BUDGET****\$435,000 Total Anticipated Encumbrances as of 6/30/06****\$ 0 Unbudgeted Obligations in Approved Contracts FY 2006/2007****MANAGER: Michael Bair**

Note: This task was reported in the FY 2005/2006 budget as Task No. 0635290.

TASK NO. 38107000 Gold Line Phase II
MANAGER: Michael Bair

BUDGET COMPARISON
2006/2007 Proposed Budget

	2004/05 Actual	2005/06 Budget As of 02/01/06	2006/07 Proposed
Allocations of Encumbrances	\$0	\$0	\$435,000
Contributions/Other Agencies			435,000
Line Item			
Salaries	5,295	6,886	7,106
Fringe Allocation	3,316	4,682	5,312
Indirect Allocation	13,005	15,149	11,631
Contributions/Other Agencies	384,404	980,541	0
Meeting Expense	0	50	50
Mileage Reimb/SANBAG Only	274	1,500	750
Office Expense	0	100	125
Postage	0	50	50
Printing – Miscellaneous	0	100	100
Professional Services	531	2,000	2,000
Travel – Other	25	100	100
Total New Budget	\$0	\$0	\$27,224
Total Actual/Planned Budget	\$406,850	\$1,011,158	\$462,224

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: April 20, 2006

Subject: Amendment No. 1 to Purchase Order 060108 with Allen Matkins Leck Gamble & Mallory, LLP

Recommendation:* Approve Amendment No. 1 to Purchase Order 060108 with Allen Matkins Leck Gamble & Mallory, LLP for legal services relating to railroad right of way issues, increasing the total compensation by \$50,000 for a not-to-exceed total of \$75,000.

Background: In August 2004 the Board approved an easement with the City of Rancho Cucamonga for the construction of a storm drain within the former Southern Pacific Railroad right of way acquired in 1991. Portions of this right of way through Rancho Cucamonga and Fontana were granted to the Pacific Electric Railroad as easements for railroad purposes.

On February 9, 2006, James Banks Jr. and Marsh Meek Banks filed a lawsuit against the San Bernardino Associated Governments and the City of Rancho Cucamonga contesting the authority to grant and accept the storm drain easement.

On March 30th, Purchase Order 060108 was issued with the firm of Allen Matkins Leck Gamble & Mallory, LLP in the amount of \$25,000 for legal services relating to railroad right of way issues involved in the lawsuit. This firm was recommended by legal counsel after seeking informal proposals from three firms. The firm, which has extensive experience in railroad right of way, eminent domain and easement disputes, will provide advice and representation to the agency. This amendment will increase the available funding under Purchase

*

Approved
Commuter Rail Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Order 060108 by \$50,000 and is necessary in order for the firm to continue to provide the agency advice and representation in its defense of the lawsuit.

Financial Impact: This amendment will increase the total available funding for Purchase Order 060108 to \$75,000. The financial impact of this item is consistent with the Fiscal Year 2005/2006 Budget. Financing for the initial Purchase Order and this amendment is being provided from Measure I Valley Administration and Local Transportation Fund Planning funds in Task 0635205 – Commuter Rail General.

Reviewed By: The Commuter Rail Committee will review this item on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Jean-Rene Basle, Legal Counsel

AMENDMENT NO. 1
TO
PURCHASE ORDER NO. 060108

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

ALLEN MATKINS LECK GAMBLE & MALLORY LLP

THIS PURCHASE ORDER AMENDMENT No. 1 is entered into this 3rd day of May 2006, by and between the San Bernardino Associated Governments, hereafter called "Agency" and Allen Matlins Leck Gamble & Mallory LLP, hereafter called "Attorneys".

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Agency requires certain legal services in the area of real property law; and

WHEREAS, Attorneys have special skills, knowledge, experience and expertise in the area of real property law necessary to effectively advise, assist, litigate, and otherwise represent the Agency on such matters, and

WHEREAS, Agency and Attorneys have previously entered into an agreement, Purchase Order No. 060108 ("Agreement"), wherein Attorneys agreed to advise, defend, and assist in the representation of Agency in connection with the case of *James Banks, Jr., et al. v. J.T. Storm Development, LLC, et al.*; San Bernardino Superior Court Case No. RCV-093000, and other matters relating to the railroad right-of-way formerly known as the Baldwin Park Branch of the Southern Pacific railroad purchased by Agency; and

WHEREAS, Agency now desires to amend the Agreement to increase compensation for Attorneys;

NOW THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to the following terms and conditions:

1. **Representation of Agency.**

a. Agency hereby retains the services of Attorneys to advise, represent and assist in the representation of the Agency, its officers and employees in the matters referred to above in the third WHEREAS clause, and to provide such other advice, services and representation on other matters as may be assigned by the Agency's in house counsel, the San Bernardino County Counsel.

b. It is understood that Attorneys, in Attorneys performance of any and all duties under this Agreement, except as otherwise specifically provided in this Agreement, have no authority to bind Agency to any agreements or undertakings.

c. In the performance of all services under this Agreement, Attorneys shall be, and acknowledge that Attorneys are, in fact and law, independent contractors and not agents or employees of Agency. Attorneys have and retain the right to exercise full supervision

and control of the manner and methods of providing services to Agency under this Agreement. Attorneys retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting Attorneys in the provision of services under this Agreement. With respect to Attorneys' employees, if any, Attorneys shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

2. **Performance of Services and Hourly Rates.**

a. Attorneys shall prepare and submit case reports or other status reports and recommendations in the form and manner as requested by Agency. Attorneys understand that the County Counsel's Office uses Microsoft WORD Version 2000 (9.0) for all written work products. In order that all written work products of Attorneys in regard to this Agreement are compatible with the Agency's system, Attorneys shall produce all written work products using the same Microsoft WORD Version 2000 (9.0) or such other word processing system that the Agency agrees is readily converted by Microsoft WORD Version 2000 (9.0).

b. Attorneys shall only assign persons to perform services under this Agreement who are approved by the Agency and when feasible Attorneys will use lower compensated personnel in order to reduce the costs of services to Agency. Stephen R. Thames shall be the lead Attorney, supervise all Attorneys' work under this Agreement, and be the point of contact between the Attorneys and Agency on all matters under this Agreement. The persons listed in Exhibit "A", Standard Hourly Billing Rates, may perform services under this Agreement. The hourly rate for each of the listed Attorneys and other Attorneys who may be approved to work under this Agreement shall not exceed the rates listed on Exhibit "A", Standard Hourly Billing Rates. The County Counsel may approve other Attorneys or other persons to work for Attorneys under this Agreement and may approve increases to the rates listed on Exhibit "A", Standard Hourly Billing Rates.

c. For services performed under this Agreement, Attorneys' compensation shall not exceed \$75,000.00 unless prior approval is obtained from the SANBAG Board.

d. Attorneys may charge Agency for the time spent on telephone calls relating to services under this Agreement, including calls with County Counsel, opposing counsel, court personnel, experts, Attorneys and witnesses. Attorneys' legal personnel assigned to perform services under this Agreement may confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the covered matters, with Agency personnel, and with Attorneys and other persons who may have information regarding such matters, as required. When they do confer, each of the Attorneys' legal personnel reasonably required to so confer may charge for the time expended. Likewise, if more than one of the Attorneys' legal personnel is reasonably required to attend a meeting, court hearing, or other proceeding, each may charge for the time spent. Attorneys may charge for waiting time in court and elsewhere and for travel time, both local and out of town, provided that they do not charge the Agency for any such time when they are also providing services for other clients.

e. Attorneys shall not, without the consent of the Agency, communicate any information they reasonably believe is confidential information, whether designated in

writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

3. **Coordination of Services.** Attorneys shall consult with the Agency through the County Counsel concerning all substantive positions and procedural steps to be taken by Attorneys in the course of advice and representation pursuant to this Agreement.
4. **Billing.** Attorneys shall submit monthly statements to County Counsel for fees and costs for services performed under this Agreement. Such monthly statements shall indicate the services performed, the person(s) performing the services and provide an accounting of work time spent, and costs and expenses for which payment is requested under this Agreement. Fees will be charged in one-tenth hour increments. Subject to Paragraph 10, Agency's Legal Billing Review, Agency shall pay Attorneys' fees and expenses within a reasonable time after receipt of billings. Attorneys agree and understand that Agency is paying on an hourly basis and will not pay for items that are charged on a "value billing" basis. For purposes of this Agreement, value billing is defined as billing time or fees for a task on any basis other than the actual time that was worked by the biller, measured in tenths of an hour. Attorneys understand that Agency employees are public servants that do not require client development and Attorneys shall not charge Agency for any client development costs.
5. **Term and Termination.** This Agreement commenced on March 24, 2006, and shall terminate as follows: Agency reserves the right in its sole discretion to terminate this Agreement at any time Agency deems necessary or advisable upon ten (10) days notice to the Attorneys. In order that the Agency may have sufficient time to obtain replacement counsel, Attorneys reserve the right in its sole discretion to terminate this Agreement at any time Attorneys deems necessary or advisable upon thirty (30) days notice to the Agency. Upon receipt or giving of such notice of termination, Attorneys shall provide no further services to Agency without specific request or authorization of the Agency. Services of Attorneys hereunder shall not be deemed terminated until Attorneys have had an opportunity to, and upon receipt or giving of such notice of termination Attorneys are hereby authorized to, obtain leave of court to withdraw from any court proceeding concerning which Attorneys are Attorney of record for Agency. In the event of any termination of this Agreement, Attorneys shall immediately provide Agency with all materials, documents and work product related to services performed under this Agreement that have not previously been provided to Agency. All such materials, documents and work product related to services performed under this Agreement are and shall remain the property of the Agency. Unless otherwise directed by the Agency, Attorneys may retain copies of such items.
6. **No Assignment.** The experience, skill and expertise of Attorneys are of the essence to this Agreement. Attorneys shall not assign (whether by assignment or novation) this Agreement or delegate their duties hereunder in whole or in part or any right of interest hereunder without the prior consent of Agency.
7. **Amendment.** This Agreement may be amended or modified only by agreement signed by each of the SANBAG Board of Directors and the Attorneys, and a failure on the part

of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

8. **Prior Approval.** Unless otherwise instructed, Attorneys must obtain the prior approval of Agency concerning the following:
 - a. Retention of any consultant or expert witness to assist with this matter;
 - b. Making any settlement proposal on Agency's behalf;
 - c. Filing any action, response or motion;
 - d. Scheduling any deposition;
 - e. Undertaking research of more than twelve (12) hours on any particular issue; and,
 - f. Any expense item exceeding Five Hundred Dollars (\$500.00).
9. **Copies of Work Attorneys Will Provide to Agency.** Attorneys must promptly provide Agency with copies of all:
 - a. Pleadings and legal memoranda prepared in connection with any Agency matter hereunder;
 - b. Court rulings; and,
 - c. Significant correspondence and information related to any Agency matter hereunder.
10. **Agency's Legal Billing Review.** Agency shall have the right to review and audit all billing statements prior to or after payment to Attorneys. This review may include, but not be limited to:
 - a. The determination that the hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - b. The determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. The determination that the bill is clearly divided into billing rate categories based on hours worked on each activity for each day by each Attorney and costs which Attorneys have advanced to witnesses, consultants and experts, depositions, transcript expenses, and other chargeable expenses; and,
 - d. The determination that each item charged is the usual, customary, and reasonable charge for the particular item. If Agency determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, Agency shall either return the bill to Attorneys with a request for explanation or adjust the payment accordingly, and give notice to Attorneys of the adjustment.
 - e. The Agency and its authorized representatives shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Attorneys in the delivery of services provided under this Agreement. Attorneys shall cooperate with the Agency and its authorized representatives in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements

established by the Agreement. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Agency and its authorized representatives for a period of three years after final payment under the Agreement or until all pending Agency audits are completed, whichever is later.

11. **Costs and Expenses.** Attorneys shall bill for their costs and expenses on a pass-through basis as an advance by Attorneys and without any profit or other mark-up.

a. **Reimbursable ordinary costs and expenses** shall be limited to:

1. Deposition fees;
2. Transcript fees;
3. Long distance telephone charges;
4. Process service;
5. Westlaw or Lexis online charges for case research; and,
6. Postage, faxes and photocopying at \$.10 per page.

b. **Reimbursable extraordinary costs and expenses** shall include charges for which Attorneys have obtained Agency's prior approval. Such expenses shall be limited to:

1. Consultants;
2. Expert witnesses;
3. Out of local area travel;
4. Investigative services; and,
5. Any expense item exceeding Five Hundred Dollars (\$500.00).

c. **Non-reimbursable costs and expenses** shall include, but not be limited to:

1. Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff and local area travel and meal expenses;
2. Charges for time spent to provide necessary information for Agency audits or billing inquiries; and,
3. Charges for work performed which had not been authorized by Agency. Such work shall be a gratuitous effort by Attorneys.

12. **County Counsel's Authority.** Except as specifically limited herein to SANBAG's Board of Directors or otherwise, the County Counsel shall have the authority to exercise all Agency rights and authority under this Agreement.

13. **Notices.** All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

Attorneys:

Stephen R. Thames, Esq.
Allen Matkins Leck Gamble & Mallory LLP
1900 Main Street, Fifth Floor
Irvine, California 92614-7321

Agency:

Jean-Rene Basle, SANBAG Counsel
County Counsel Office
County Government Center
385 North Arrowhead Avenue
San Bernardino, California 92415-0140

or at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) Agency business days after mailing.

14. **Conflicts.**

a. Attorneys shall not undertake the representation of any client in the pursuit of any claim against the Agency without first obtaining a waiver and consent from the Agency. Attorneys shall disclose any conflict circumstance to Agency and obtain any needed approval or waiver by Agency and its officers. Any document evidencing such disclosure and any document evidencing such approval or waiver shall be deemed to be a part of this Agreement.

b. Attorneys have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Attorneys agree that they are unaware of any financial or economic interest of any public officer or employee of the Agency relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the Agency may immediately terminate this Agreement by giving notice thereof. Attorneys shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

15. **Hold Harmless and Insurance.**

a. Indemnification - Attorneys agree to indemnify, defend with counsel approved by Agency and hold harmless the Agency and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Agency on account of any claim therefore, except where such indemnification is prohibited by law.

b. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, Attorneys shall secure and maintain throughout the Agreement the

following types of insurance with limits as shown or a state-approved self-insurance program with similar coverage:

1. **Workers' Compensation** - A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of that party and all risks to such persons under this Agreement.

2. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.

3. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate, or **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

c. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the Agency and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

d. **Waiver of Subrogation Rights** - Attorneys shall require the carriers of the above-required coverages to waive all rights of subrogation against the Agency, its officers, employees, agents, volunteers, contractors and subcontractors.

e. **Policies Primary and Non-Contributory** - All of the above-required policies, except for the Workers' Compensation, are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the Agency.

f. **Proof of Coverage** - Attorneys shall immediately furnish certificates of insurance to the Agency evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days notice to the Agency, and Attorneys shall maintain such insurance from the time Attorneys commence performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Attorneys shall furnish certified copies of the policies and all endorsements.

g. **Failure to Have Insurance** - In the event Agency receives a notice of cancellation concerning any of the required policies, or should Attorneys fail to have in effect the required coverage at any time during this Agreement, Agency may give notice to Attorneys to immediately suspend all activities and/or notice to reinstate or acquire the affected coverage. Should Attorneys fail to reinstate or acquire the affected coverage within ten (10) days of Agency's notice to reinstate or acquire such coverage, Agency may either terminate this Agreement, reinstate or acquire the affected coverage, and Attorneys shall reimburse Agency for the necessary cost at Agency's option. If Attorneys do not reimburse Agency within ten (10) days after demand by Agency,

Agency shall have the right to withhold from future amounts due under this Agreement or otherwise due to Attorneys the sum Agency has expended until Agency is reimbursed in full.

16. **Arbitration.** Arbitration shall be limited to any controversy or claim between the parties concerning Attorneys' billing for professional fees, costs and expenses, and shall be arbitrated under the system and procedures established for such arbitration pursuant to California Business and Professions Code sections 6200 et seq. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. Such arbitration award will be final and binding upon the parties hereto.
17. **Legal Fees, Costs and Expenses.** If any arbitration or legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs, expenses and Attorneys' fees. This paragraph shall not apply to those costs, expenses and Attorneys' fees directly arising from any third party legal action against a party hereto and payable under paragraph 15, **Hold Harmless and Insurance.**
18. **Venue.** The parties acknowledge and agree that this Agreement was entered into and intended to be performed primarily in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
19. **Exhibits.** All exhibits referred to are attached to this Agreement and incorporated by reference.
20. **Improper Consideration.** Attorneys shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Agency in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by Agency. The Agency, by notice, may immediately terminate this Agreement or any Agency contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the Agency with respect to the proposal and award process of this Agreement or any Agency contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any Agency contract has been awarded. Attorneys shall immediately report any attempt by any Agency officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Attorneys. The report shall be made to the County Counsel, the supervisor or manager charged with supervision of the employee. In the event of a termination under this provision, the Agency is entitled to pursue any available legal remedies.
21. **Licenses and Permits.** Attorneys shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to perform the services under this Agreement. The Attorneys shall

maintain these licenses and permits in effect for the duration of this Agreement. Attorneys will notify Agency immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed by their respective proper officers thereunto duly authorized.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

**ALLEN MATKINS LECK GAMBLE
& MALLORY LLP**

By: _____
Kelly J. Chastain, President

By: _____
Stephen R. Thames, Partner

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle, SANBAG Counsel

Date: _____

EXHIBIT "A"

ALLEN MATKINS LECK GAMBLE & MALLORY LLP TEAM ROSTER

for

SAN BERNARDINO ASSOCIATED GOVERNMENTS ADV. BANKS

PRIMARY TEAM

Attorney Name	Rank/Year	Hourly Rate
William R. Harmsen	Partner, 1971	\$440
George T. ("Tim") McDonnell	Partner, 1979	\$445
Stephen R. Thames	Partner, 1982	\$440
Randal Ivor-Smith	Associate, 2002	\$275

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: April 20, 2006

Subject: Rescission of State Transit Assistance Fund (STAF) Allocation to SANBAG

Recommendation:* Adopt Resolution 06-023 rescinding allocation number 98-04-SAN-B in the amount of \$400,000.

Background: In December 1997, the SANBAG Board of Directors adopted Resolution 98-009 authorizing the allocation of State Transit Assistance Funds (STAF) to SANBAG in the amount of \$400,000 as part of our funding commitment to the Southern California Regional Rail Authority (SCRRA) for Fiscal Year 1997/1998. In particular the funding was identified, along with other funding sources, for the construction of the Inland Empire Maintenance Facility (IEMF). The final financial reconciliation for the project indicated that the other funding sources covered the construction cost and the STAF funding was no longer necessary.

Section 6753 of the California Code of Regulations requires that the County Transportation Commission rescind STAF Allocations through the adoption of a resolution. With the adoption of this resolution the STAF funds will be returned to the STAF fund for future transit capital projects.

Financial Impact: This item has no direct impact on the 2005/2006 Budget. Administration of STAF is consistent with the approved 2005/2006 Budget, Task No. 0650201.

*

Approved
Commuter Rail Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Commuter Rail Committee Item
April 20, 2006
Page 2

Reviewed By: This item is scheduled for review by the Commuter Rail Committee on April 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

RESOLUTION NO. 06-023

**RESOLUTION OF THE SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION RESCINDING STATE TRANSIT
ASSISTANCE FUNDS**

*
WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is designated as the "regional Entity" by the State of California, and is therefore, responsible for the Administration and Allocation of funds from the State Transit Assistance Fund (SB620); and

WHEREAS, the SANBAG Board of Directors approved State Transit Assistance Allocation number 98-04-SAN-B on December 3, 1997, in the amount of \$400,000 for commuter rail capital assistance, and

WHEREAS, SANBAG has completed the project outlined in the Allocation resulting in a balance of funds remaining in the allocation,

NOW, THEREFORE BE IT RESOLVED that SANBAG hereby rescinds Allocation number 95-04-SAN-B in the amount of \$400,000, and

BE IT FURTHER RESOLVED that the Executive Director of SANBAG is hereby authorized to transmit the rescission of the allocation instructions to the County Auditor/Controller.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 3rd day of May 2006.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996